

Case No. 00833-P0021A SPM/MWK/cdc

Applicants: Barry V.L. Potter, *et al.*

SN: 09/868,348

Filed 2001/6/15

Group 1623

For: Cyclic Adenoside Diphosphate Ribose Analogues for Modulating T Cell Activity

Receipt is hereby acknowledged of Assignment Cover Sheet; Assignment and \$40.00 check.

Mailed December 21, 2003

Assistant Commissioner
for Patents

ONGE STEWARD JOHNSTON & REENS LLC

056395

COP Commissioner of Patents & Trademarks 56395 12/22/03
12/22/03 OPER-CDC 40.00 00833-P0021A

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STAMFORD, CT 06905

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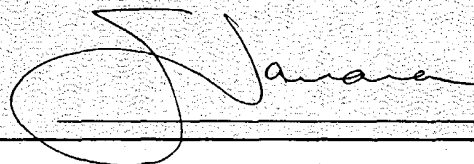
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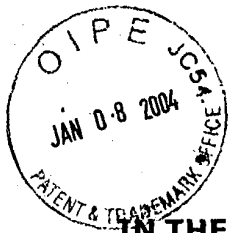
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PATENT
00833-P0021A SPM/MWK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants	Barry V.L. Potter, <i>et al.</i>
Serial No. 09/868,348	Filing Date: June 15, 2001
Title of Application:	Cyclic Adenoside Diphosphate Ribose Analogues for Modulating T Cell Activity
Confirmation No. 7539	Group Art Unit 1623

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Patent Assignment Recordation Form Cover Sheet

Dear Sir:

Please record the attached original document.

1. Name of Conveying Parties. Andreas H. Guse, Georg W. Mayr, Ingeborg Berg, Hendrik Schulze-Koops, Barry V.L. Potter and University Hospital Hamburg Eppendorf.
2. Name and Address of Receiving Party. University of Bath; Claveton Down; Bath BA2 7AY, Great Britain.
3. Nature of Conveyance: Assignment. Execution Date: March 2, 2003.
4. Name and Address of Party to Whom Correspondence Concerning Document should be mailed.

Stephen P. McNamara, Registration No. 32,745
Attorney for Applicants
ST.ONGE STEWARD JOHNSTON & REENS LLC
986 Bedford Street
Stamford, CT 06905-5619
203 324-6155

Mailing Certificate: I hereby certify that this correspondence is today being deposited with the U.S. Postal Service as *First Class Mail* in an envelope addressed to: Mail Stop Assignment Recordation Services P.O. Box 1450 Alexandria, VA 22313--1450.

December 22, 2003


Christopher Cobb

5. Application Number: 09/868,348 filed June 15, 2001.
6. Total Number of Applications Involved: 1.
7. Total Fee (37 CFR 3.41). \$40.00 due. A check for this amount is enclosed.
8. Authorization to Charge Deposit Account. The Commissioner is hereby authorized to charge any additional fees due by this paper and during the entire pendency of this Application to Account No. 19-4516.
9. Statement and Signature. Total number of pages including cover sheet, attachments and document are 15. To the best of my knowledge and belief, the foregoing information is true and correct and any copy submitted herewith is a true copy of the original document.

Respectfully submitted,



Stephen P. McNamara, Registration No. 32,745
Michael W. Krenicky, Registration No. 45,411
Attorneys for Applicants
ST.ONGE STEWARD JOHNSTON & REENS LLC
986 Bedford Street
Stamford, CT 06905-5619
203 324-6155

THIS AGREEMENT dated 2nd March 2003 is made
BETWEEN

(1) **UNIVERSITY OF BATH** whose principal place of business is at Claverton Down,
Bath BA2 7AY ("Bath");

and

(2) **Professor Dr Andreas Guse** of the University Hospital Hamburg-Eppendorf,
Center for Theoretical Medicine, Institute for Biochemistry and Molecular Biology I:
Cellular Signal Transduction ('Pr. Guse')

(3) **Professor Dr G W Mayr** of the University Hospital Hamburg-Eppendorf, Center
for Theoretical Medicine, Institute for Biochemistry and Molecular Biology I:
Cellular Signal Transduction ('Pr. Mayr')

(4) **Dr Ingeborg Berg**, Nachtigallenweg 11, D-22926 Ahrensburg ("Dr. Berg")

(5) **Dr Hendrik Schulze-Koops** of the University of Erlangen-Nuremberg, Department
of Internal Medicine III ('Dr. Schulze-Koops')

(6) **Professor Barry V L Potter** of the Department of Pharmacy and Pharmacology,
University of Bath ('Pr. Potter')

(7) **University Hospital Hamburg Eppendorf** whose principal place of business is at
Martinistr. 52, 20246 Hamburg, Germany ("University Hospital Hamburg
Eppendorf")

(Parties (2), (3), (4), (5) and (6) individually referred to herein as 'Inventor' and
collectively as 'Inventors')

WHEREAS:

The Inventors and University Hospital Hamburg Eppendorf have agreed for Bath to take
forward the protection and exploitation of technology relating to 'Therapeutics - Cyclic
Adenosine Diphosphate Ribose Analogues for Modulating T Cell Activity as described in
patent application No PCT/GB99/04295 and to make an assignment of rights relating to
their contribution to this technology.

1. ASSIGNMENT

Each of the Inventors and University Hospital Hamburg Eppendorf assigns to Bath
absolutely:

- 1.1 all his rights and interests in the invention (the "Invention") which is described in No. PCT/GB99/04295 filed on 17th December 1999 under the title as set out in the recital above (the "Application");
- 1.2 the right to apply for patent or other similar protection in any territory or group of territories in respect of the Invention, and the right to claim priority under the International Convention for the Protection of Industrial Property, and under any other relevant International Convention or Treaty, for each country of the union constituted by the relevant Convention in which application may be made by Bath;
- 1.3 the right to sue for damages and other remedies in respect of any infringement of such applications or patents which may have occurred prior to the date of this Agreement; and
- 1.4 such rights as the Inventors and University Hospital Hamburg Eppendorf jointly or severally may have to sue for and obtain injunctive relief, damages and other relief in respect of any infringement or misuse in relation to the Application, and patents deriving from the Application, any of the rights conferred by publication of the Application or the Invention, or any of the other rights referred to in this clause I.

2. UNDERTAKINGS

- 2.1 Each of Pr Guse, Pr Mayr, Dr Berg, Dr SchulzeKoops and the University Hospital Hamburg-Eppendorf warrants to Bath that:
 - 2.1.1 prior to the assignment in clause I, he owned all rights in the Invention which derive from his work;
 - 2.1.2 he has not granted any options or licences to, or entered into any agreements or other arrangements with, any third party in relation to the Invention; or created any encumbrances on or in respect of the Invention;
 - 2.1.3 he has full power to enter into this Agreement, and the right to assign the rights assigned in clause I; and
 - 2.1.4 to the best of his knowledge, he is not aware that any infringement of any patent or other intellectual property right of a third party will arise out of the exercise of the rights which he assigns in this Agreement.

Each of the Inventors and the University Hospital Hamburg-Eppendorf covenants with Bath

- 2.2.1 to permit and enable Bath to apply for, and to take all reasonable steps to assist Bath in obtaining and defending, the grant of patent or similar protection in respect of the Invention in any territory, as may be required by Bath;

- 2.2.2 at the request of Bath, to execute and do all such documents, acts and things as may be necessary for the purpose of clause 2.2.1, and for vesting the Invention and any relevant application or patent in Bath absolutely and for that purpose to keep Bath promptly informed of any changes of their address; and
- 2.2.3 at the request of Bath, to co-operate with and assist Bath in taking action against any infringement of rights in the Invention.

3. GRANT BACK BY BATH, AND EXPLOITATION

- 3.1 Bath grants to each Inventor and University Hospital Hamburg Eppendorf a non-exclusive, non-sublicensable, irrevocable, paid-up licence to practise (or have practised) the Invention solely for Non-Commercial Use. "Non- Commercial Use" means academic research or other not-for-profit scholarly use which (a) is not undertaken for profit; (b) is not intended to produce works, services or data for commercial use; and (c) is neither conducted, nor funded, by a person or an entity engaged in the commercial use, application or exploitation of works similar to the Invention, unless such funding confers no commercial rights on the funding person or entity.
- 3.2 Bath will use all reasonable endeavours to exploit the Invention including but not limited to the granting of revenue-generating licences on terms which produce a reasonable income flow; but exploitation is to be undertaken by Bath in such manner and upon such terms as Bath shall in its discretion think fit. The Inventors accept that Bath will not be responsible in any way for the nature, extent or effectiveness of the exploitation.

4. REVENUE SHARING

- 4.1 In consideration of the assignment of the Inventors' rights Bath will account to the Inventors as follows:

One third of the Net Receipts will be paid to Pr Guse, Pr Mayr, Dr Berg and the University Hospital Hamburg-Eppendorf according to the following key, exactly as confirmed by the University Hospital Hamburg-Eppendorf Legal Advisor Mr Kruse in his letter dated December 16, 1999: Pr Guse 18 %, PrMayr 5 %, Dr Berg 5 %, University Hospital Hamburg-Eppendorf 5,3 %. Pr Guse, Pr Mayr, Dr Berg and the University Hospital Hamburg-Eppendorf are aware of the fact that the funding organisation of the scientific project that led to the patent, the Deutsche Forschungsgemeinschaft, may request payment to cover funding costs. If this is the case, such a payment to the Deutsche Forschungsgemeinschaft will be made from the one third of the Net Receipts before the Net Receipts are distributed to Pr Guse, Pr Mayr, Dr Berg and the University Hospital Hamburg-Eppendorf.

One-third of the Net Receipts will be paid to Dr Schulze-Koops

One-third of the Net Receipts will be distributed according to Bath's Intellectual Property Policy

"Net Receipts" means the gross receipts of Bath from the exploitation of the Invention through the grant of licences, less the costs incurred by Bath in connection with the exploitation and in connection with the protection of the Invention. Such costs include:

- 4.1.1 official filing fees;
 - 4.1.2 patent agents' costs and legal, accounting and other advisory and consultancy fees, including those incurred in connection with this Agreement and agreements with Third party Proprietors (as defined in clause 4.1.3);
 - 4.1.3 licence fees and other revenue shares payable to third parties ("Third party Proprietors") for the right to bundle other properties with the Invention for exploitation purposes;
 - 4.1.4 costs incurred in exploiting the Invention including but not limited to consultants' fees, market research, negotiations with potential licensees and/or costs connected with any exploitation outcome;
 - 4.1.5 Value Added, sales, excise and withholding taxes which are imposed in respect of the gross receipts, the Net Receipts or the costs referred to in this clause 4.1, and which Bath is unable to offset or recover.
- 4.2 Within sixty days after the end of December each year, Bath will supply each Inventor with a statement of all Net Receipts during that year, accompanied by a calculation of the percentage due to each Inventor's laboratory which identifies the costs deducted. The statement will show the Net Receipts in pounds sterling. Each Inventor will then issue Bath with an invoice for the percentage due to him, and Bath will settle that invoice within sixty days after its receipt.
- 4.3 Where under English law income tax is required to be deducted from the percentage due to an Inventor, Bath will make the deduction, account to the UK Inland Revenue, and issue such Inventor with a tax deduction certificate.
- 4.4 Bath will keep proper books and records containing all data necessary for the calculation of revenue share. On written request, will supply a statement of such accounts, certified as correct by the Finance Director of Bath or her/his representative.
- 4.5 Bath shall not pay revenue to any other persons. The payment of revenue under this Agreement in exchange for assignment constitutes Bath's full financial commitment to the Inventors and their Universities

- 4.6 Dr Guse, Pr Mayr, Dr Berg, Dr Schulze-Koops, and the University Hospital Hamburg-Eppendorf jointly and severally hereby indemnify and shall keep indemnified Bath against all claims losses liabilities including costs and expenses arising from any claim by their institution/s to the Invention, the Application or any revenues arising from the exploitation of the same as contemplated in this Agreement

5. LIMITATION OF LIABILITY

- 5.1 The liability of any party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 5.2 In any event, the maximum liability of Bath for any loss or damage whatsoever arising under or otherwise in connection with this Agreement or its subject matter shall not exceed the sum of £100,000.
- 5.3 If any sub-clause of this clause 5 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this clause 5.

6. GENERAL

- 6.1 Each Inventor and University Hospital Hamburg Eppendorf will use all reasonable endeavours to keep confidential all information relevant to the Invention which is in his possession, and which is not disclosed by a published patent application filed by Bath.
- 6.2 Subject to the following, Bath will use all reasonable endeavours to keep confidential all information relevant to the Invention which is in Bath's possession. The parties recognise, however, that Bath will attempt to exploit this invention to third parties, and that Bath will use all reasonable endeavours to ensure that all licensees keep confidential all information relevant to the Invention which is in Bath's possession.
- 6.3 If performance by either party of any of its obligations under this Agreement is prevented by circumstances beyond its reasonable control, that party shall be excused from performance of that obligation for the duration of the relevant event.
- 6.4 This Agreement is not transferable, and no party may purport to assign it (in whole or in part) without the prior written consent of the other.
- 6.5 The parties to this Agreement do not intend that by virtue of the Contracts (Rights of Third Parties) Act 1999 any of the terms of this Agreement should be enforceable by a person who is not a party to it.

- 6.6 Nothing in this Agreement will create, imply or evidence any partnership or joint venture between the parties, or the relationship between them of principal and agent.
- 6.7 This Agreement constitutes the entire agreement between the parties for the assignment and exploitation of the Invention.
- 6.8 Any variation of this Agreement shall be in writing and signed by authorised representatives of all the parties.
- 6.9 This Agreement is governed by English Law, and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

7. NOTICES

Bath's representative for the purpose of receiving notices and payments shall until further notice be:

Mrs Susan Cook
University Legal Adviser
Claverton Down
Bath
BA27AY

AS WITNESS the hands of authorised signatories for the parties on the date first mentioned above.

SIGNED for and on behalf of
THE UNIVERSITY OF BATH:

Name:

S. M. Cook

Position

University Legal Adviser

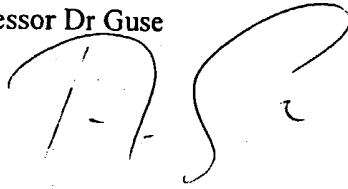
Signature:

S. M. Cook

SIGNED by

Name: Professor Dr Guse

Signature:



SIGNED by

Name: Professor Dr Mayr

Signature:

SIGNED by

Name: Dr Berg

Signature:

**SIGNED for and on behalf of
THE UNIVERSITY HOSPITAL HAMBURG EPPENDORF**

Name:

Signature:

SIGNED by

Name: Dr Schulze-Koops

Signature:

SIGNED by

Name: Professor Potter

Signature:

SIGNED by

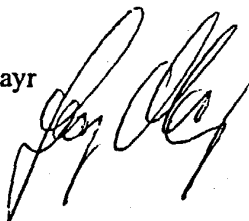
Name: Professor Dr Guse

Signature:

SIGNED by

Name: Professor Dr Mayr

Signature:



SIGNED by

Name: Dr Berg

Signature:

**SIGNED for and on behalf of
THE UNIVERSITY HOSPITAL HAMBURG EPPENDORF**

Name:

Signature:

SIGNED by

Name: Dr Schulze-Koops

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SIGNED by

Name: Professor Potter

Signature:

SIGNED by

Name: Professor Dr Guse

Signature:

SIGNED by

Name: Professor Dr Mayr

Signature:

SIGNED by

Name: Dr Berg

Signature:

Dr. J. Berg

**SIGNED for and on behalf of
THE UNIVERSITY HOSPITAL HAMBURG EPPENDORF**

Name:

Signature:

SIGNED by

Name: Dr Schulze-Koops

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Name: Professor Potter

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Name: Professor Dr Guse

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Name: Professor Dr Mayr

Signature:

SIGNED by

Name: Dr Berg

Signature:

**SIGNED for and on behalf of
THE UNIVERSITY HOSPITAL HAMBURG EPPENDORF**

Name: *Dr. Behrend Petersen*

Signature: *[Handwritten Signature]*

SIGNED by

Name: Dr Schulze-Koops

Signature:

SIGNED by

Name: Professor Potter

Signature:

SIGNED by

Name: Professor Dr Guse

Signature:

SIGNED by

Name: Professor Dr Mayr

Signature:

SIGNED by

Name: Dr Berg

Signature:

**SIGNED for and on behalf of
THE UNIVERSITY HOSPITAL HAMBURG EPPENDORF**

Name:

Signature:

SIGNED by

Name: Dr Schulze-Koops

Signature:

U. Schulze-Koops

SIGNED by

Name: Professor Potter

Signature:

SIGNED by

Name: Professor Dr Guse

Signature:

SIGNED by

Name: Professor Dr Mayr

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Name: Dr Berg

Signature:

**SIGNED for and on behalf of
THE UNIVERSITY HOSPITAL HAMBURG EPPENDORF**

Name:

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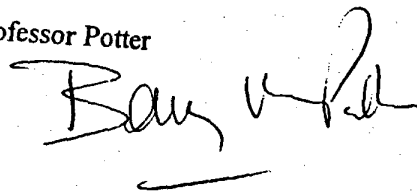
Name: Dr Schulze-Koops

Signature:

SIGNED by

Name: Professor Potter

Signature:

A handwritten signature in dark ink, appearing to read 'Potter', with a horizontal line underneath it.